



ROBERT PETERS  
ATTORNEY

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**ATTORNEY-CLIENT COMMUNICATION: THIS DOCUMENT AND  
ITS CONTENTS CONSTITUTE LEGALLY PRIVILEGED INFORMATION**

Re: Chapter 7 Bankruptcy

This letter is to describe the terms and conditions under which I am offering to represent you in connection with the following:

***Filing Chapter 7 Bankruptcy***

This letter is a legal contract, and the terms and conditions of my agreement with you are described in some detail. This letter not only establishes the terms of my contract with you, it will help to prevent any misunderstandings. When you sign and return a copy of this letter, you are agreeing to the terms and conditions of representation which are described in this letter.

It is my strict policy to obtain the written approval of every client to the terms and conditions of representation; therefore, I will take no action on your behalf until you have signed and returned a copy of this letter and have paid the deposit. Therefore, until you sign and return a copy of this letter, and pay the deposit described in this letter, there is no agreement or obligation between us concerning your legal representation.

I cannot guarantee any expected outcome or conclusion of the legal matter due to numerous and complicated factors which are beyond my control. I make no express warranties concerning this transaction, and hereby expressly disclaim any implied warranties concerning it. It is expressly understood and agreed that no other representations have been made to you except those set out in this letter.

You agree to keep my office advised of your home and business telephone numbers and, if appropriate, your e-mail address so that I can locate you during the day or evening hours. You agree to promptly inform me of all changes in your contact information as soon as such changes occur.

If the matter involves litigation, you may be required to attend court appearances and comply with discovery requests and deposition notices.

If the matter requires negotiation, I will negotiate with the opposing party on your behalf. I will not conclude or settle the matter without your approval. Please do not communicate with any of the parties, witnesses or attorneys in the case without my involvement.

This Agreement will require payment of a flat fee. The deposit is non-refundable. The deposit shall be retained by me.

*I have agreed upon a flat fee of \$1500.00.* The attached Exhibit "A" shows those items which are specifically included in, and those items which are specifically excluded from, the flat fee agreement.

The attorney's fees do not include court costs, depositions, appraisal fees, mileage charges, parking expense, long distance telephone charges, postage, copy and certified copy expenses, delivery charges, and any other out-of-pocket costs. These costs will be treated as additional expenses and will be included in my bill.

Depending on the expenses anticipated in handling the matter, I may also require you to advance costs and place a deposit to cover the same. You agree to pay those reasonable expenses. If payments are not made promptly to me as requested, I reserve the right to immediately withdraw from representing you in any and all matters that the law office is handling. You agree to the withdrawal.

This Agreement is performable in Fernandina Beach, Nassau County, Florida and Jacksonville, Duval County, Florida. All monies owed hereunder are to be paid at my office in Fernandina Beach, Nassau County, Florida. Jurisdiction and venue of any dispute arising hereunder are also performable in Fernandina Beach, Nassau County, Florida.

You authorize me with your power of attorney to sign court or other legal documents which may be required in the course of the case. Also, you also will designate my law office as your attorney-at-law and in-fact to act in your name, sign legal pleadings on your behalf and to perform the acts necessary and appropriate to effect the above described legal representation.

#### **TAX DISCLOSURE AND ACKNOWLEDGMENT:**

**THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING LEGAL AND BUSINESS MATTERS SINCE LEGAL AND BUSINESS TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE UNDERSIGNED LAW OFFICE AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.**

**FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO: PROPERTY OF ANY ESTATE, PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT**

**MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.**

Please sign in the space provided below so that I may begin working on your behalf. If you have any questions concerning my fees or this legal matter, please call me at (904) 491-0838.

Very truly yours,

Robert L. Peters

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
\_\_\_\_\_

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Robert L. Peters  
11 North 4th Street  
Fernandina Beach, Florida 32034  
(904) 491-1083  
(904) 328-3778 (telefax)  
Florida Bar No. 996157

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**EXHIBIT "A" Uncontested Bankruptcy**

**Items Included in a Flat Fee Arrangement:**

1. Meet with the client, review the information and factual background applicable to the matter.
2. Explain bankruptcy alternatives to the client.
3. Prepare the petition for bankruptcy and appropriate schedules.
4. Attend one (1) creditor's meeting with the client.
5. Conclude the bankruptcy through discharge.

**Items NOT Included in a Flat Fee:**

1. Research or location and determination of debts, judgments or liens against the debtor or her property.
2. The client is advised to have a title company or other service check for any and all liens, judgments, claims, debts or contingent liabilities against the client.

**NOTE: FAILURE TO LIST ANY DEBT, LIEN, CLAIM, CAUSE OF ACTION, JUDGMENTS, LITIGATION (ANY PENDING CASE: INCLUDING DESIGNATION OF COURT, STYLE OF CASE, NAME AND ADDRESS OF OPPOSING COUNSEL) OR ANY OTHER LIABILITY, CONTINGENT OR OTHERWISE, MAY RESULT IN SAID DEBT OR LIEN NOT BEING DISCHARGED IN THE BANKRUPTCY.**

**IT IS THE CLIENT'S SOLE RESPONSIBILITY TO DETERMINE ANY AND ALL DEBTS AND LITIGATION AS MENTIONED ABOVE SO THAT THEY MAY BE LISTED IN THE BANKRUPTCY SCHEDULES.**

**THE LAW OFFICE AND ATTORNEY ARE NOT RESPONSIBLE FOR THE CLIENT'S FAILURE TO LIST ANY DEBTS, LITIGATION, CONTINGENCIES, BILLS OR OBLIGATIONS THAT ARE NOT WRITTEN IN THE BANKRUPTCY INFORMATION SHEET WHICH THE CLIENT SUBMITTED TO THE ATTORNEY AND UPON WHICH ATTORNEY RELIED IN PREPARING THE CLIENT'S BANKRUPTCY PETITION AND SCHEDULES.**

3. Representation in any adversary hearings or responses filed thereto, including but not limited to, motions to lift the automatic stay, motions to dismiss the bankruptcy, motions to convert the bankruptcy from one chapter to another, such as a Chapter 11 or 13 to a Chapter 7.
4. Motions applicable to removing non-purchase money liens, accepting or rejecting leases or any other motion or hearing that may be advisable.
5. Post-petition complaints or hearings of any adversarial nature.
6. Time required for reviewing, drafting and proposing a Chapter 11 or Chapter 13 Plan.
7. Any phone calls, letters, legal research, work, correspondence, or any other legal services required to amend or revise the bankruptcy petition or schedules.
8. Any legal work required to respond to requests from the Trustee which may arise at the creditor's meeting, including but not limited to, request for information, request for amended petitions or schedules, requests for documents or explanations.
- 9.. All hearings, depositions, or creditor's meetings (other than the first creditor's meeting).

10. Attending the discharge, reaffirmation or other hearings with the client, (except the first scheduled creditor's meeting) if the same is required. Attendance at second or rescheduled creditor's meeting hearings must be paid for by the client and are not included in the flat fee.

11. **REMOVAL OF LIENS:** Liens may remain after the discharge to both personal and real property. A court filing, motion and hearing may be required in both bankruptcy court and state court.

**THE CLIENT IS ADVISED THAT A SEPARATE APPLICATION PROCEDURE AND HEARING MAY BE REQUIRED TO REMOVE ANY ABSTRACT OF JUDGMENT LIENS WHICH MAY BE FILED AGAINST THE CLIENT NOTWITHSTANDING THE BANKRUPTCY COURT DISCHARGE ORDER THAT THE CLIENT MAY RECEIVE. THE CLIENT MAY NEED TO RETAIN THIS ATTORNEY OR ANOTHER ATTORNEY AFTER THE BANKRUPTCY IS COMPLETED IN ORDER TO REMOVE ABSTRACT OF JUDGMENT LIENS.**

12. Any post-bankruptcy petition or discharge matters including but not limited to objections to discharge ability, filing Applications to Remove Judgment Liens on property on which abstract of judgments or other liens may exist.

13. Any matter other than those listed above under the flat fee arrangement.

**SIGNED AND ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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\_\_\_\_\_

**SIGNED AND ACCEPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
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